

~~AGREEMENT OF LEASE AND AGREEMENT FOR
OPERATION OF HISTORICAL MUSEUM~~

THIS AGREEMENT is made this ____ day of _____, 20012, by and between the COUNTY OF YORK, VIRGINIA, hereinafter "the County," and YORK COUNTY HISTORICAL MUSEUM CORPORATION, a Virginia nonstock corporation, hereinafter "the Corporation."

W I T N E S S E T H :

WHEREAS, the CountyCorporation desires to ~~obtain the services of the Corporation to operate a historical museum in York County, and lease from the County a certain building owned by the County~~ to store and care for certain historical artifacts owned ~~by the County or within the possession and custody of the Corporation, and for office space; and to lease to the Corporation certain space necessary to operate and maintain the museum~~ and

WHEREAS, the CorporationCounty desires to ~~operate a historical museum for display of the County's artifacts, and any artifacts which may be acquired by the Corporation, and to enter into this Agreement for the purpose of doing so~~enter into this Lease Agreement with the Corporation under the terms and conditions set out herein.

NOW, THEREFORE, in exchange of the mutual covenants and promises set out herein, the parties agree as follows:

1. LEASE AGREEMENT.

a. Premises. The County hereby leases to the Corporation certain premises ("the premises") consisting of a residential structure and certain surrounding property located at 619 Cook Road, Yorktown, Virginia, as shown on Exhibit A attached hereto. The rights of the Corporation to the premises as set out herein are nonetheless subject to a certain lease dated March 1, 2000, between the County and Fred Tisdale, with respect to that portion of the premises containing the existing vegetable garden ("the Garden Lease"), a copy of which is attached hereto as Exhibit B.

b. Rent. For each year of the term of this lease, the Corporation shall pay to the County the sum of One Dollar (\$1.00), to be paid on or before the anniversary date of the commencement date of this agreement by both parties, such sum to be paid to the York County Treasurer.

c. Term. This lease shall be for an initial term of five (5) years, beginning as of the commencement date of this agreement, which shall be deemed to be the date by which this agreement has been executed by both parties. Thereafter, the term of the lease shall be automatically extended for additional periods of one (1) year each unless either party notifies the other, in writing, at least one hundred twenty (120) days prior to the expiration of any term that the lease shall not be renewed.

Notwithstanding the foregoing, this agreement may be terminated by either party at any time, with or without cause, upon one hundred eighty (180) days written notice by either party to the other.

d. Use of the Premises. The premises shall be used only for ~~the operation and maintenance of a historic museum and educational programs devoted to Virginia history concentrating primarily on the history of Yorktown, York County and the Virginia Peninsula,~~ office space to be used in connection with the activities of the Corporation, and for the storage of historical artifacts not currently on display, ~~and related offices.~~

e. Utilities and Custodial Services. The Corporation shall pay for all of its own telephone and modem service. However, no additional telephone lines shall be installed on any portion of the premises without the approval of the County. The County shall provide at its own cost all other utilities to the premises, including without limitation electricity, heating and cooling, water and sewage, and solid waste disposal. Day-to-day routine custodial services for the premises shall be provided by the Corporation. The Corporation shall also provide snow removal for sidewalks and parking areas as required.

f. Security of Premises. The County shall equip the premises with secure locks and an alarm system of the County's own choosing. The County shall provide the Corporation with keys to the premises. The Corporation shall keep and provide to the County records of all individuals to whom the Corporation has issued keys, and shall immediately notify the County in the event any keys are lost, stolen, or remain in the possession of individuals whose authority to possess a key has been rescinded.

Notwithstanding the foregoing, the County shall not be liable to the Corporation for any loss of, or damage to, any property belonging to the Corporation occasioned by theft, vandalism, or similar causes.

g. Insurance. The Corporation shall purchase a comprehensive general liability insurance policy, naming the County, its officers, agents and employees, as additional insureds under such policy, in the amount of One Million Dollars

(\$1,000,000) per occurrence, ~~Five Million Dollars (\$5,000,000)~~and in the aggregate, and shall provide the County with evidence of such insurance prior to the time that the Corporation shall take possession of the premises. At the County's request, the Corporation shall also purchase insurance covering the loss of, or damage to, any County owned artifacts and display items as may be loaned to the Corporation by the County as set out in paragraph ~~32~~. below. The County shall be named as an additional insured on any such policy, and the Corporation shall provide the County with evidence of such insurance prior to the time that any County owned artifacts are placed within the Corporation's custody.

h. Renovation and Repair of Premises. The County shall make such renovations and alterations to the premises as will render the premises suitable for the ~~operation of a historical museum~~muses contemplated in paragraph 1. d, above. The County will ensure that the existing heating, ventilation and air conditioning (HVAC) system is in good working order. However, any upgrades to the HVAC system to render it suitable for the preservation of environmentally sensitive historical artifacts will be the sole responsibility of the Corporation, subject, however, to County approval. The County will also provide and construct suitable wheelchair access and similar improvements to comply with the Americans with Disabilities Act for access by employees, and volunteers, ~~and members of the public to a public program~~ and will construct a parking lot suitable to accommodate museum workers ~~and members of the public~~. Thereafter, the County will maintain the structure of the building, including necessary repairs to the roof and to the electrical, plumbing and HVAC systems. However, the Corporation shall provide at its own cost all ~~interior painting, specialty lighting,~~ furnishings and equipment necessary for the ~~operation of the museum~~storage of historical artifacts and any office equipment the Corporation deems necessary.

i. Surrender of Premises. The Corporation agrees that upon the termination of this agreement, it will quietly and peaceably surrender possession of all of the premises to the County, in good condition, reasonable wear and tear excepted.

j. Default. The Corporation covenants and agrees that the County, its agents, officers or employees, may re-enter and take possession of the premises in the event that the corporation shall default in any of the terms or conditions of this agreement, ~~including those terms and conditions relating to the operation of the historical museum,~~ provided that the County shall first have provided the Corporation with thirty (30) days written notice of such default, and such default shall have continued beyond the expiration of such thirty (30) days.

k. Destruction of the Premises. In the event that the premises, or any portion thereof, are rendered untenable by fire or other cause, the County at its

option may either repair the premises, or either party may terminate this agreement upon written notice to the Corporation. The Corporation's obligations hereunder shall be suspended during such time as the premises, or any portion thereof, remain untenable. In the event the County elects not to effect such repair, or in any event if the premises remain untenable for any reason, the Corporation may terminate this Agreement upon written notice to the County.

1. The County shall provide routine outdoor maintenance to the grounds of the premises, including grass mowing and lawn maintenance, leaf raking, and the removal of snow and ice from sidewalks and parking areas.

2. OPERATION OF MUSEUM.

~~Upon the commencement of this agreement, the Corporation shall institute and operate a historical museum to be housed in the structure located on the premises, such museum to begin operations and be open to the public no later than July 1, 2002, or within ninety (90) days following the date that the County has delivered possession of the premises to the Corporation, if later. The museum shall be operated in accordance with the following criteria, unless the parties shall agree otherwise:~~

~~a. Unless otherwise agreed by the parties, the museum shall be open to the public Tuesday through Saturday, except that the museum may be closed on such holidays as are recognized by the County, and on days of operation shall be open between the hours of 10:00 a.m. and 5:00 p.m. Any proposal by either party for a change in the hours and dates of operation shall be submitted in writing to the other party.~~

~~b. The Corporation shall provide sufficient volunteers and/or paid staff for the operation of the museum. Any such employees shall be employees of the Corporation and not the County. The Corporation shall be solely liable for all salary, employment benefits, or other compensation or remuneration provided to any such employees or volunteers and shall guarantee and hold harmless the County from any claims for compensation and for tort liability for injuries or losses suffered by such employees or volunteers arising out of the services provided by any such employees or volunteers.~~

~~c. The Corporation shall provide proper storage and security for all County-owned artifacts or historical objects which are loaned to the Corporation as set out below, and shall be liable to the County for any loss or damage to any such artifacts or objects to the extent occasioned by the negligent acts or omissions of the Corporation, or its officers, officers, agents or employees.~~

~~_____d. The Corporation shall keep the museum locked and secured at all times when not open to the public, and shall activate or deactivate as necessary any alarm system which may be installed on any portion of the premises in accordance with any instructions which may be provided by the County to the Corporation.~~

~~_____e. The Corporation, subject to the review and approval of the County, shall plan and design both museums and select those historical artifacts which are to be placed on display. Unless the parties shall agree otherwise, all display cases, specialty lighting and similar equipment, and interior paint or wallpaper needed for the proper display of artifacts or other exhibits or for the interior decoration and design of the museum shall be provided at the cost of the Corporation.~~

~~_____f. In the event of the expiration or termination of the Garden Lease, the Corporation shall continue to maintain the garden as an actively managed outdoor exhibit, with such outbuildings and plantings of seasonally and historically appropriate crops as are suitable for the subject matter of the museum.~~

32. LOAN OF EXHIBITS

The County hereby lends to the Corporation those historical artifacts and objects as are listed on Exhibit CB attached hereto for display in the museum. The loan shall be for an indefinite period, terminable at will by the County at any time, with or without cause. The Corporation shall take possession of all such items, provide for their safe and secure storage, and shall return them to the County without damage upon the termination of this agreement, or sooner if requested by the County. The Corporation may transport any such articles or objects to locations other than the museum premises if reasonably necessary for educational or display purposes, or for the promotion and advertising of the museum.

3. HOLD HARMLESS

The Corporation shall guarantee and hold harmless the County, its officers, agents and employees from any liability arising from the use of the premises and caused in whole or in part by the negligent acts or omissions of the Corporation, its officers, agents, or employees.

4. NONASSIGNABILITY

The Corporation may not sublease any part of the premises, or assign any of its rights or obligations hereunder, without the written consent of the County.

WITNESS the following signatures and seals:

COUNTY OF YORK, VIRGINIA

By _____ (SEAL)
County Administrator

Approved as to form:

County Attorney

YORK COUNTY HISTORICAL
MUSEUM CORPORATION

By _____ (SEAL)

Title _____